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AGREEMENT OF MERGER

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BETWEEN

AMERICAN SMELTING AND REFINING COMPANY

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AND

FEDERAL MINING AND SMELTING COMPANY

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493, 280

Dated January 27, 1953

RECEIVED & FILED

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John A. McDonald

SECRETARY OF STATE

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SUPERFUND RECORDS

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AGREEMENT OF MERGER, dated as of the 27th day of January, 1953, (hereinafter sometimes referred to as the "Agreement"), by and between AMERICAN SMELTING AND REFINING COMPANY, a corporation of the State of New Jersey (hereinafter sometimes referred to as "American") and the Directors thereof, and FEDERAL MINING AND SMELTING COMPANY, a corporation of the State of Delaware (hereinafter sometimes referred to as "Federal") and the Directors thereof:

WITNESSETH:

WHEREAS, the principal and registered office of AMERICAN in the State of New Jersey is at No. 15 Exchange Place, Jersey City, County of Hudson, and The Corporation Trust Company is the agent therein, in charge thereof, and upon whom process against American may be served within said State; and

WHEREAS, the principal and registered office of Federal in the State of Delaware is at No. 129 South State Street, in the City of Dover, County of Kent, and United States Corporation Company is the agent in charge thereof, and upon whom process against Federal may be served within said State; and

WHEREAS, the Certificate of Incorporation of American was filed in the office of the Secretary of the State of New Jersey on the 4th day of April, 1899, and recorded in the office of the Clerk of the County of Hudson on the 10th day of April, 1899, and additional certificates in respect of American were filed with the Secretary of State of New Jersey on April 8, 1901, January 5, 1911, December 26, 1928, May 24, 1930, May 22, 1935, June 1, 1947, and November 14, 1951; and

WHEREAS, the Certificate of Incorporation of Federal was filed in the office of the Secretary of the State of Delaware on the 24th day of June, 1903, and a certified copy thereof was recorded in the office of the Recorder of the County of New Castle in said State on the 25th day of June, 1903, an amended Certificate of Incorporation before payment of capital was so filed on the 22nd day of August 1903, and additional certificates in respect of Federal were filed in the office of the Secretary of the State of Delaware on January 6, 1906, October 17, 1907, July 18, 1927, June 20, 1929, May 29, 1931, April 12, 1934, April 24, 1934, April 24, 1936, June 16, 1937, June 30, 1938, May 31, 1939, June 1, 1939, November 28, 1939, and November 24, 1949; and

WHEREAS, American has an authorized capital stock consisting of 8,500,000 shares divided into two classes, of which 500,000 shares of the par value of \$100 each are designated as Preferred Stock and 8,000,000 shares without nominal or par value are designated as Common Stock and there have been duly issued and are now outstanding certificates for 500,000 shares of Preferred Stock and 5,260,000 shares of Common Stock, and

WHEREAS, Federal has an authorized capital stock consisting of \$493,280 divided into 246,640 shares of Common Stock of the par value of \$2.00 each and there have been duly issued and are now outstanding certificates for said 246,640 shares of Common Stock; and

WHEREAS, American and Federal are organized for the purpose of carrying on business of the same or of a similar nature; and

WHEREAS, the respective Boards of Directors of such corporations (herein sometimes called the "constituent corporations") deem it advisable, to the end that greater efficiency and economy of management may be accomplished, and otherwise and generally to the advantage and welfare of such corporations and their several and respective stockholders to merge such corporations under and pursuant to the provisions of Sections 14:12-1, 2 and 3 of the Revised Statutes of New Jersey and Section 59 of the General Corporation Law of the State of Delaware;

Now, THEREFORE, in consideration of the premises and of the mutual agreements, provisions, covenants and grants herein contained, it is hereby agreed by and between the said parties hereto, and in accordance with the said laws of the States of New Jersey and Delaware, that Federal shall be and the same is hereby merged into American and said American (herein sometimes referred to as the "Continuing Corporation") does hereby merge Federal into itself;

AND the parties hereto by these presents agree to and prescribe the terms and conditions of said merger (hereinafter called the "Merger"), the mode of carrying the same into effect, the manner of converting the capital stock of each of the constituent corporations into stock of the corporation surviving the Merger and such other details and provisions as are deemed necessary or proper to perfect the same, all of which the said parties hereto do mutually and severally agree

and covenant to observe, keep and perform, as hereinafter set forth, that is to say:

FIRST. When this Agreement shall have been signed, acknowledged, filed and recorded in accordance with the laws of the States of New Jersey and Delaware, as amended and supplemented, the separate organization and existence of Federal shall cease, except insofar as the same may be continued by statute, or requisite for carrying out the purposes of this Agreement, and Federal shall be merged into American, the Continuing Corporation. The date upon which Federal shall be merged into American is hereinafter referred to as "the effective date of this Agreement".

SECOND: The name of the Continuing Corporation shall be **AMERICAN SMELTING AND REFINING COMPANY.**

THIRD: The number, names and post-office addresses of the first directors and officers of the Continuing Corporation, who shall hold office until their successors are chosen or appointed either according to law or the By-Laws of the Continuing Corporation, are as follows:

DIRECTORS

<i>Names</i>	<i>Post Office Addresses</i>
Kenneth C. Brownell	Round Hill Road, Greenwich, Conn..
Merrel P. Callaway	De Soto Hotel, Savannah, Georgia
H. Donald Campbell	435 East 52nd Street, New York, N. Y.
Richard G. Croft	1021 Park Avenue, New York, N. Y.
John C. Emuson	Tower Hill Road, Scarborough, N. Y.
R. F. Goodwin	6 Hilltop Drive, Great Neck, N. Y.
Devereux C. Josephus	200 East 60th Street, New York, N. Y.
F. J. Leary	320 Park Avenue, New York, N. Y.
J. D. MacKenzie	870 Fifth Avenue, New York, N. Y.
Edgar L. Newhouse, Jr.	30 East 72nd Street, New York, N. Y.
D. R. G. Palmer	21 Slope Drive, Short Hills, N. J.
Lewis E. Pierson	Westhampton Beach, N. Y.
J. J. Russell	1136 Fifth Avenue, New York, N. Y.
Oscar S. Straus	228 East 62nd Street, New York, N. Y.
Roger W. Straus	6 East 93rd Street, New York, N. Y.
Simon D. Strauss	68 Perth Avenue, New Rochelle, N. Y.
John C. Traphagen	Germonds Road, West Nyack, N. Y.
R. Worth Vaughan	1 Grand View Terrace, Tenafly, N. J.

OFFICERS

<i>Names</i>	<i>Offices</i>	<i>Post Office Addresses</i>
Roger W. Straus	Chairman of the Board	6 East 93rd Street, New York, N. Y.
Kenneth C. Brownell	President	Round Hill Road, Greenwich, Connecticut
John C. Emsen	Chairman of Finance Committee	Tower Hill Road, Scarborough, New York
Edgar L. Newhouse, Jr.	Vice President	30 East 72nd Street, New York, N. Y.
R. F. Goodwin	Vice President	6 Hilltop Drive, Great Neck, N. Y.
R. Worth Vaughan	Vice President	1 Grand View Terrace, Tenafly, N. J.
J. D. MacKenzie	Vice President	870 Fifth Avenue, New York, N. Y.
Samuel D. Strauss	Vice President	68 Perth Avenue, New Rochelle, N. Y.
E. W. Thornley	Vice President	344 Grandview Circle, Ridgewood, N. J.
O. W. Tuckwood	Vice President	70 Mason Drive, Flower Hill, Manhasset, N. Y.
S. H. Levison	Vice President	68-10 108th Street, Forest Hills, N. Y.
R. D. Bradford	Vice President	20 Church Street, Greenwich, Conn.
Oscar S. Straus	Treasurer	228 East 62nd Street, New York, N. Y.
E. C. Corson	Comptroller	4 Fox Hill Lane, Short Hills, N. J.
G. A. Brockington	Secretary	164 East 72nd Street, New York, N. Y.
H. W. Grose	General Auditor	57 Country Club Drive, Tenafly, N. J.

FOURTH: The authorized capital stock of the Continuing Corporation shall be 8,500,000 shares of which 500,000 shall be Preferred Stock of the par value of \$100 each, and 8,000,000 shall be Common Stock without nominal or par value. The rights, terms and conditions of the shares of said Preferred and Common Stock issued and to be issued shall be the same as those of the shares of the Preferred and Common Stock of American, now outstanding.

FIFTH: The manner of converting the capital stock of each of the constituent corporations into the stock of the Continuing Corporation shall be as follows:

(a) Each share of Preferred Stock of American which is issued and outstanding on the effective date of this Agreement shall continue to be one share of the Preferred Stock of the Continuing Corporation, and each outstanding certificate representing shares of Preferred Stock of American shall evidence the ownership of an equal number of full-paid, non-assessable shares of the Preferred Stock of the Continuing Corporation.

(b) Each share of Common Stock of American which is issued and outstanding on the effective date of this Agreement shall continue to be one share of the Common Stock of the Continuing Corporation, and each outstanding certificate representing shares of Common Stock of American shall evidence the ownership of an equal number of full-paid, non-assessable shares of the Common Stock of the Continuing Corporation.

(c) Each share of Common Stock of Federal, which is issued and outstanding on the effective date of this Agreement (exclusive of shares of Common Stock of Federal which, on the effective date of this Agreement, are issued and outstanding in the name of American, which shall cease to exist and the certificates representing which shall be cancelled) shall be converted into one and two-thirds ($1\frac{2}{3}$) shares of Common Stock of the Continuing Corporation and each outstanding certificate representing such shares of Common Stock of Federal shall thereupon be deemed for all corporate purposes, other than the payment of dividends, to evidence the ownership of the number of full-paid, non-assessable shares of Common Stock of the Continuing Corporation into which the shares of Common Stock of Federal represented by such certificate shall have been so converted.

(d) After the effective date of this Agreement, each holder of an outstanding certificate or certificates theretofore representing Common Stock of Federal shall surrender the same to the Continuing Corporation, and such holder shall be entitled, upon such surrender, to receive in exchange therefor a certificate or certificates representing the number of shares of Common Stock of the Continuing Corporation into which the shares of Common Stock of Federal, theretofore represented by the certificate or certificates so surrendered shall have been converted as aforesaid. Unless and until any such outstanding certificates shall be so surrendered, no dividends payable to the holders of record of Common Stock of the Continuing Corporation as of any date subsequent to the effective date of this Agreement shall be paid to the holders of such outstanding certificates, but upon such surrender of any such outstanding certificate or certificates there shall be paid to the record holder of the certificate or certificates for Common Stock of the Continuing Corporation issued in exchange therefor the amount of dividends which theretofore became payable with respect to the number of shares of Common Stock of the Continuing Corporation represented by the certificate or certificates issued in exchange.

(e) If the certificate for any shares of the Continuing Corporation is to be issued in a name other than that in which the certificate for shares surrendered for exchange shall be registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed for transfer and that the person requesting such exchange pay to the Continuing Corporation any transfer or other taxes required by reason thereof or establish to the satisfaction of the Continuing Corporation that such tax has been paid or is not payable.

(f) The Continuing Corporation shall not be required to issue any fraction of a share of Common Stock of the Continuing Corporation in connection with such conversion, but may issue and deliver scrip certificates representing fractional interests, exchangeable at any time within two years after the effective date of this Agreement, with other fractional scrip certificates in sufficient aggregate amount, for certificates representing such number of whole shares of Common Stock of the Continuing Corporation, and new fractional scrip certificates, as shall be called for by the aggregate amount of fractional scrip certificates surrendered upon such exchange. Such scrip certificates shall not entitle the holders thereof to exercise any voting right or to receive

dividends or to participate in the assets of the Continuing Corporation in the event of liquidation, dissolution or winding up or to any rights whatever, except as therein expressly set forth. All rights in and under such scrip certificates shall be vested in the bearer thereof and shall pass by delivery thereof. The Continuing Corporation shall be entitled to treat the bearer thereof as the owner thereof for all purposes and shall not be affected by any notice to the contrary. As soon as practicable after the expiration of a period of two years after the effective date of this Agreement, the Continuing Corporation will issue to The Chase National Bank of The City of New York, as Scrip Agent, or its nominee, a number of shares of Common Stock of the Continuing Corporation equal to the number of full shares represented by the then outstanding scrip certificates. Such shares shall then be sold at the market price and the proceeds of such sale shall be held for the account of the holders of such outstanding scrip certificates, and thereupon at any time prior to the expiration of a period of six years after the effective date of this Agreement, holders of such scrip certificates shall be entitled to receive their pro-rata share of such proceeds. Upon the expiration of a period of six years after the effective date of this Agreement such scrip certificates shall become void and any remaining proceeds of such sale allocable to void scrip shall become the property of the Continuing Corporation. Scrip certificates shall otherwise be in such form and shall contain such terms and provisions as shall be fixed by the Board of Directors of the Continuing Corporation at or before the date of the issue thereof.

SIXTH: Except insofar as herein otherwise specifically set forth, or as provided by statute, the corporate name, franchise, rights and organization of American shall remain intact and the Continuing Corporation shall retain and possess the powers, privileges and rights granted by and shall be governed by and be subject to the Certificate of Incorporation of American, as heretofore amended, a true copy of which, after deleting paragraphs (e) and (f) of Article 4 thereof which presently have no force and effect, is set forth in Exhibit A hereto annexed and made a part hereof. From and after the effective date hereof and until further amended as provided by law such Exhibit A separate and apart from this Agreement shall be, and may be separately certified as, the Certificate of Incorporation of the Continuing Corporation.

SEVENTH: The By-Laws of American, as they exist on the effective date of this Agreement, shall continue to be the By-Laws of the Continuing Corporation until altered, amended or repealed as therein provided.

EIGHTH: The constituent corporations shall not issue or sell, or issue rights to subscribe to, any shares of capital stock prior to the effective date of this Agreement.

NINTH: On the effective date of this Agreement, (a) the assets and liabilities of the constituent corporations (except for the shares of Common Stock of Federal held by American and for items of capital and surplus) shall be taken up or continued on the books of the Continuing Corporation at the amounts at which they respectively shall be carried at that time on the books of the respective constituent corporations, and (b) the capital of the Continuing Corporation shall be an amount equal to the sum of the capital of American immediately prior to the effective date of this Agreement plus a sum equal to that proportion of the capital and surplus of Federal as of December 31, 1952, which the number of shares of Common Stock of Federal held by others than American on said date bears to the total number of shares of Common Stock of Federal issued and outstanding on said date.

TENTH: Any shares of Common Stock of the Continuing Corporation acquired by it in connection with the Merger, including shares purchased by it in discharge of its obligations to dissenting stockholders, if any, shall be held in the treasury of the Continuing Corporation.

ELEVENTH: On the effective date of this Agreement, all and singular the rights, privileges, powers and franchises of each of the constituent corporations, as well of a public as of a private nature, all property, real, personal and mixed, all debts due on any account, as well for stock subscriptions as all other things in action or belonging to each of the constituent corporations, and all and every other interest of each of the constituent corporations, shall vest in, and be thereafter the property of, the Continuing Corporation as effectively as they were vested in the several and respective constituent corporations. The

title to any real or personal estate, vested in either of the constituent corporations by deed or otherwise, shall not revert or be in any way impaired by reason of the Merger.

All rights of creditors and all liens upon the property of the constituent corporations shall be preserved and unimpaired, limited in lien to the property affected by such liens, and all debts, liabilities, duties and obligations (including liability, if any, to dissenting stockholders) of the constituent corporations shall henceforth attach to the Continuing Corporation, and may be enforced against the Continuing Corporation to the same extent as if they had been incurred or contracted by the Continuing Corporation.

TWELFTH: If at any time the Continuing Corporation, its successors or assigns, shall consider or be advised that any further assignments or assurances in the law, deeds or other instruments, acts or things are necessary or desirable to more fully vest in the Continuing Corporation, its successors or assigns, according to the terms hereof, the title to, or possession of, any of the property, rights, privileges, powers, franchises or other interests of Federal, Federal or its proper officers and directors, will make, execute and deliver or will cause to be made, executed and delivered, all such assignments, assurances, or other instruments, and will take, or cause to be taken, such further action as the Continuing Corporation, its successors or assigns, may request or deem necessary or desirable for such purpose and otherwise to carry out the intent and purpose of this Agreement. The proper officers and directors of Federal and the proper officers and directors of American are fully authorized in the name of Federal or otherwise to take any and all such action.

THIRTEENTH: It is expressly declared that the Continuing Corporation shall continue to be a corporation organized and existing under the laws of the State of New Jersey and that it shall be subject to the remedies and liabilities prescribed thereby.

FOURTEENTH: The Continuing Corporation will pay all expenses of the Merger.

FIFTEENTH: The Continuing Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Federal, as well as for enforce-

ment of any obligation of the Continuing Corporation arising from the Merger, including any suit or other proceeding to enforce the rights of any stockholder of Federal, as determined in appraisal proceeding pursuant to the provisions of Section 61 of the General Corporation Law of the State of Delaware; and the Continuing Corporation hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is No. 120 Broadway, New York, New York, unless the Continuing Corporation shall designate in writing to the Secretary of State of Delaware a different address for such purpose, in which case it shall be mailed to the last address so designated.

SIXTEENTH: This Agreement shall be submitted to the stockholders of each of the constituent corporations, parties hereto, as provided by law, and shall take effect and be deemed and taken to be the Agreement and Act of Merger of said constituent corporation upon the adoption thereof by the votes given in person or by proxy of holders of two-thirds of all the shares of the capital stock of each of the said constituent corporations in accordance with the requirements of each of their Certificates of Incorporation and in accordance with the requirements of the laws of the State of New Jersey and of the State of Delaware at a meeting of the stockholders of each of said constituent corporations held for the purpose of considering and voting for the adoption or rejection of this Agreement and upon the doing of such other acts and things as shall be required for accomplishing the Merger by the applicable provisions of said laws of the State of New Jersey and of the State of Delaware, as amended and supplemented; provided, however, that, anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by mutual consent of the Boards of Directors of both the constituent corporations, without action or approval by the stockholders of either of the constituent corporations, at any time prior to the effective date of this Agreement, whether before or after either of such meetings of stockholders, and thereupon this Agreement shall become wholly void and of no effect and there shall be no liability on the part of either of the constituent corporations or its Board of Directors or stockholders, and no further action shall be taken for the purpose of having this Agreement adopted, approved, executed, acknowledged or filed, as the case may be.

By Kenneth C. Brownell
President

Secretary

D. L. Gary

L. New House St

[Handwritten signature]

W. J. C. C. C.

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Th. Currier

Александров

Richard G. Kost

Wm. P. Conway
Care of Mrs. ...

R. Worth Vaughan
17 E. 83 St

Kenneth C. Brund

Richard S. Goodwin

L. C. Thompson

H. Donald Campbell

Frank Pearson

James D. Smith

Directors of American Smelting and Refining Company



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FEDERAL MINING AND SMELTING COMPANY

By .. *Richard S. Goodwin* ..
Executive Vice President

W. J. Brownell ..
Secretary

Kenneth C. Brownell .. *F. L. Thompson* ..
Wm. W. Thomas .. *Richard S. Goodwin* ..
J. C. Morrison .. *R. W. Vaughan* ..
F. H. Brownell ..

Directors of Federal Mining and Smelting Company

Exhibit A.

**CERTIFICATE OF INCORPORATION
OF
AMERICAN SMELTING AND REFINING COMPANY**

We, the undersigned, in order to associate ourselves, pursuant to an Act of the Legislature of the State of New Jersey, entitled "An Act Concerning Corporations, Revision of 1896," and all amendatory and supplemental acts, into a corporation to carry on the business hereinafter stated, hereby certify as follows;

1. The name of the corporation is:

AMERICAN SMELTING AND REFINING COMPANY.

2 The principal office of the corporation in the State of New Jersey is at No 15 Exchange Place, in Jersey City, in the County of Hudson. The name of the agent therein and in charge thereof and upon whom process against the corporation may be served is The Corporation Trust Company.

3 The objects for which the corporation is formed are: To acquire, deal in, sell and otherwise dispose of ores, minerals and metals; to smelt, reduce, refine, mill and otherwise treat ores, minerals and metals; and to manufacture, acquire, deal in, sell and otherwise dispose of products of ores, minerals and metals.

In aid of or connection with the foregoing, or if deemed profitable or expedient in addition thereto, or in the use, management, improvement or disposition of any property, the corporation shall have also the following objects and powers, as well as all powers conferred by law;

To mine, quarry, dig, cut, reduce, treat, prepare for use, transport and deal in, ores, minerals, metals, wood, coal, stone, peat, marl, clay and raw materials generally and their products direct and incidental;

To purchase, lease and otherwise acquire, improve, develop, let, sell and otherwise dispose of real estate and rights and interests in

or in respect to real estate, water or water power, and to develop towns and town sites;

To construct, purchase, lease and otherwise acquire, improve, maintain, operate, let, sell and otherwise dispose of pipe lines, works for producing or furnishing power, water, gas or electricity, tramways, street railways, bridges, boats, ferries, lines of navigation, docks, warehouses, hotels, stores, dwellings and all other works, manufactures, structures and improvements, and to acquire, construct, maintain and operate railroads, telegraph lines and canals not in the State of New Jersey;

To transport goods, merchandise and passengers upon land or water,

To make, produce, buy, handle, use, deal in, sell and otherwise dispose of all kinds of agricultural products, foods, beverages, drugs, furniture, machinery, tools, supplies, goods, wares, merchandise and manufactures;

To acquire, use, give licenses under, and dispose of rights in respect to manufacture, use, business or trade, including inventions, processes, patents, trade-marks and trade names;

To purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations of New Jersey or any other State.

The corporation may do any of the things hereinbefore enumerated for itself or for account of others; may make and perform contracts for doing any thereof; may carry on any business or operation deemed advantageous, incidental or accessory to any thereof or advantageous or profitable to the corporation; in connection with or furtherance of any thereof may acquire, use, undertake, give guaranties in respect to, manage and dispose of contracts, properties and rights of all kinds, including the assets, business, good-wills and liabilities of corporations, associations, firms and individuals; and generally may do anything that a natural person might lawfully do in connection with any of said things.

4. (a) The total authorized capital stock of this corporation is 8,500,000 shares, divided into two classes, of which 500,000 shares of the par value of \$100 each shall be and be designated preferred stock, and 8,000,000 shares without nominal or par value shall be and be

designated common stock. All or any part of said shares of common stock without nominal or par value may be issued and sold by this corporation from time to time in such manner and for such considerations as from time to time may be fixed by its Board of Directors.

(b) The preferred stock shall be entitled in preference to the common stock to cumulative dividends at the rate of seven per centum yearly, payable quarterly, half-yearly or yearly; that is to say, dividends may be paid upon the common stock only when the preferred stock shall have received dividends at said rate from the time of the issue thereof. The preferred stock shall also have a preference over the common stock in any distribution of the assets of the corporation other than profits until the full par value thereof and seven per centum per annum thereon from the time of issue shall have been paid by dividends or distribution. The preferred stock shall not be entitled to any dividend in excess of said seven per centum per annum, nor to any share in distribution of assets in excess of said par value and the amount then unpaid of such cumulative dividends; but only the common stock shall be entitled to any further dividend or to any further share in distribution.

(c) No holder of stock of any class of this corporation shall have any preferential or other right to subscribe to any new, additional or increased shares of stock of this corporation of any class or to any securities or obligations convertible into shares of stock of this corporation nor any right to subscribe to any thereof, other than such, if any, as the Board of Directors in its discretion may determine, and any shares of stock of this corporation or securities or obligations convertible into shares of stock of this corporation which the Board of Directors may determine to offer for subscription to holders of stock, may, as the Board of Directors shall determine, be offered to holders of any class or classes of stock of this corporation, at the time existing, to the exclusion of holders of any or all other classes, at the time existing, at such prices as the Board of Directors in its discretion may fix subject to applicable provisions of law.

(d) Each share of stock of this corporation of any class from time to time outstanding shall have voting powers of one vote.

5. The names and post office addresses of the incorporators and the number of shares subscribed for by each [the aggregate of which,

\$5,000, is the amount of capital stock with which this Company will commence business] are as follows:

<i>Names.</i>	<i>Post-Office Addresses.</i>	<i>Number of Shares.</i>
Winthrop E. Dwight .	83 Montgomery Street, Jersey City, New Jersey.	Ten
Thomas Mills Day, Jr.	"	Ten
John J. Treacy . . .	"	Ten
Hector W. Thomas . .	"	Ten
Alexis P. Bartlett .	"	Ten

6. The corporation may have offices and conduct business anywhere without, as well as within, the State of New Jersey; and the Directors may hold meetings and may keep the books of the corporation (except the stock and transfer books) out of said State of New Jersey.

7. The corporation may, by action of the Board of Directors, without assent or other action of the stockholders, purchase, acquire, hold, lease, mortgage, pledge, sell and convey such property, real, personal and mixed, without as well as within said State of New Jersey, as the Board of Directors may from time to time determine, and in payment for any property may issue, or cause to be issued, stock of the corporation, or bonds thereof secured by pledge or mortgage, or unsecured.

8. With the written assent, or pursuant to the affirmative vote, in person or by proxy, at any meeting called as provided in the by-laws, of the holders of two-thirds of each class of the stock issued and outstanding, the Board of Directors may sell, convey, assign, transfer or otherwise dispose of, the property, assets, rights and privileges of the corporation, as an entirety, for such consideration and on such terms as they may determine.

9. Until the number thereof shall be altered the corporation shall have five directors. An increase of the number of directors shall be deemed to create vacancies in the Board to be filled in the manner provided by the by-laws.

10. All corporate powers shall be exercised by the Board of Directors, except as otherwise provided by statute, or by this certificate.

11. The Board of Directors shall have power to make and alter the by-laws.

12. An executive committee of directors may be appointed in the manner, of the number and under the regulations provided in the by-laws, and may be given any or all of the powers of the Board of Directors when the same is not in session.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 4th day of April, A.D. one thousand eight hundred and ninety-nine.

WINTHROP E. DWIGHT [L. S.]
 THOMAS MILLS DAY, JR. [L. S.]
 JOHN J. TREACY [L. S.]
 HECTOR W. THOMAS [L. S.]
 ALEXIS P. BARTLETT [L. S.]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

Be it remembered that on this 4th day of April, in the year one thousand eight hundred and ninety-nine, before me, a notary public in and for the State and county aforesaid, personally appeared Winthrop E. Dwight, Thomas Mills Day, Jr., John J. Treacy, Hector W. Thomas and Alexis P. Bartlett who, I am satisfied, are the persons named in and who executed the foregoing certificate, and I having first made known to them the contents thereof, they did thereupon severally acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

JOHN J. McBRIDE
Notary Public
New York County.

~~(NOTARIAL SEAL)~~

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

I, WILLIAM SOMMER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, Do Hereby Certify that John J. McBride, whose name is subscribed to the Certificate of the proof and acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof and acknowledgment, a Notary Public in and for said County, duly commissioned and sworn and authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances for land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the said Court and County, the 4 day of Apl., 1899.

WM. SOMMER, .
Clerk.

[SEAL]

[ENDORSED:]

"Received in the Hudson Co., N. J., Clerk's office, Apr. 4th, A. D. 1899, and recorded in the Clerk's Record, No., on Page"

JOHN G. FISHER, Clerk."

"Filed Apr. 4, 1899.
GEORGE WURTS,
Secretary of State."

CERTIFICATE OF SECRETARY OF AMERICAN SMELTING AND REFINING
COMPANY, A CORPORATION OF THE STATE OF NEW JERSEY, RELATIVE
TO VOTE OF STOCKHOLDERS

I, G. A. Brockington, Secretary of American Smelting and Refining Company, a corporation organized and doing business pursuant to Title 14 of the Revised Statutes of New Jersey, do hereby certify in accordance with provisions of Section 14:12-3 thereof:

1 That the foregoing Agreement of Merger of said corporation and Federal Mining and Smelting Company was made by the directors of said American Smelting and Refining Company at a duly convened meeting called for that purpose.

2 That said Agreement was duly submitted to the stockholders of said American Smelting and Refining Company at a meeting thereof called for the purpose of taking the same into consideration, of which meeting at least twenty days' notice of time, place and object thereof was mailed to the last known post-office address of each of said stockholders.

3 That said Agreement was considered by the stockholders at said meeting and a vote of the stockholders was taken by ballot for the adoption or rejection of said agreement, and that stockholders owning more than two-thirds of the shares of the capital stock of said American Smelting and Refining Company voted in favor of the adoption of said Agreement.

4 That the meeting of stockholders of said American Smelting and Refining Company and the said vote by ballot upon the adoption of said Agreement were held and taken separately from the meeting of stockholders and vote of Federal Mining and Smelting Company.

5. That the principal office of American Smelting and Refining Company is No. 15 Exchange Place, Jersey City, New Jersey, and The Corporation Trust Company is the agent therein, and in charge thereof, upon whom process against said corporation may be served within said state.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the seal of said American Smelting and Refining Company this 28th day of April, 1953.

G. A. Brockington
Secretary



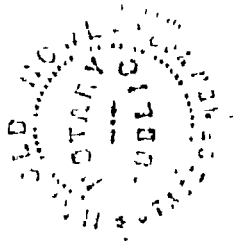
STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, Harold Howe, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kenneth C. Brownell, President of American Smelting and Refining Company, a corporation of the State of New Jersey, who is personally known to me to be the same person whose name is subscribed to the foregoing Agreement of Merger as said President and who is personally known to me to be the President of such corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Agreement of Merger as his free and voluntary act, as such President and as the free and voluntary act, deed and agreement of said corporation, for the uses and purposes therein set forth, and further acknowledged said Agreement of Merger to be the act, deed and agreement of said corporation, all by the authority of the Board of Directors of said corporation and by authority of a resolution adopted by a ballot at a special meeting of the stockholders of said corporation duly called and held according to the statutes of the State of New Jersey governing the merger of corporations, by the affirmative vote cast by ballot of the stockholders representing more than two-thirds of the total number of shares of the capital stock of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and seal as such Notary Public on this 24 day of April, 1953.

Harold Howe

HAROLD HOWE
NOTARY PUBLIC STATE OF NEW YORK
No. 24-6982900
QUALIFIED IN KINGS COUNTY
Certificate filed with
Kings Co. Register, N.Y. Co. Clerk & N.Y. Co. Register
Commission Expires March 30, 1954



CERTIFICATE OF SECRETARY OF FEDERAL MINING AND SMELTING
COMPANY, A CORPORATION OF THE STATE OF DELAWARE, RELATIVE
TO VOTE OF STOCKHOLDERS

I, G. A. Brockington, Secretary of Federal Mining and Smelting Company, a corporation organized and doing business pursuant to the laws of the State of Delaware, do hereby certify:

1. That the foregoing Agreement of Merger of said corporation and American Smelting and Refining Company was made by the directors of said Federal Mining and Smelting Company at a duly convened meeting called for that purpose

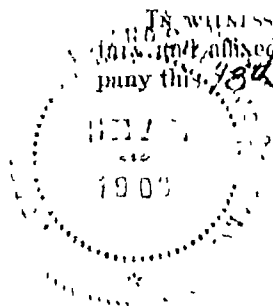
2. That said Agreement was duly submitted to the stockholders of said Federal Mining and Smelting Company at a meeting thereof called for the purpose of taking the same into consideration, of which meeting at least twenty days' notice of time, place and object thereof was mailed to the last known post-office address of each of said stockholders

3. That said Agreement was considered by the stockholders at said meeting and a vote of the stockholders was taken by ballot for the adoption or rejection of said Agreement, and that stockholders owning more than two-thirds of the shares of the capital stock of said Federal Mining and Smelting Company voted in favor of the adoption of said Agreement.

4. That the meeting of stockholders of said Federal Mining and Smelting Company and the said vote by ballot upon the adoption of said Agreement were held and taken separately from the meeting of stockholders and vote of American Smelting and Refining Company.

5. That Federal Mining and Smelting Company has no office within the State of New Jersey and the principal office of Federal Mining and Smelting Company is No. 129 South State Street, Dover, Delaware and United States Corporation Company is the agent thereon, and in charge thereof, upon whom process against said corporation may be served within said state

In WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the seal of said Federal Mining and Smelting Company this 18th day of April, 1953.



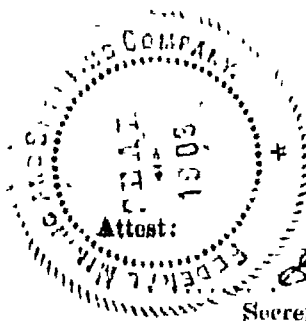
G. A. Brockington
Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed by all of the directors of Federal Mining and Smelting Company, a corporation of the State of Delaware, (and having been executed by the other corporate party thereto in the manner prescribed by the laws of the State under which it was organized) and having been submitted to the stockholders of said Federal Mining and Smelting Company, at a special meeting thereof, called and held separately from the meeting of the stockholders of the other corporate party to said Agreement of Merger in accordance with the laws of the State of Delaware, and having been adopted by the votes cast by ballot of the stockholders representing more than two-thirds of the total number of shares of the outstanding capital stock of Federal Mining and Smelting Company, all in accordance with the statutes of the State of Delaware, and that fact having been certified herein by the Secretary of said corporation, the Executive Vice President and the Secretary of said corporation now hereby execute the said Agreement of Merger under its corporate seal by authority of the directors and stockholders thereof, as the act, deed and agreement of said corporation on this 26th day of April, 1953.

FEDERAL MINING AND SMELTING COMPANY

By .. *Richard S. Goodwin*
Executive Vice President

... *Leif Erickson*
Secretary

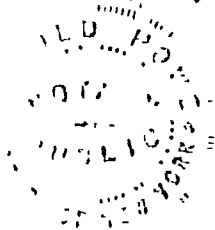


Leif Erickson
Secretary

STATE OF NEW YORK
 COUNTY OF NEW YORK ss.:

I, *Harold Howe*, a Notary Public in and for said County in the State aforesaid, do hereby certify that Richard F. Goodwin, Executive Vice President of Federal Mining and Smelting Company, a corporation of the State of Delaware, who is personally known to me to be the same person whose name is subscribed to the foregoing Agreement of Merger as such Executive Vice President and who is personally known to me to be the Executive Vice President of such corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Agreement of Merger as his free and voluntary act, as such Executive Vice President and as the free and voluntary act, deed and agreement of said corporation, for the uses and purposes therein set forth, and further acknowledged said Agreement of Merger to be the act, deed and agreement of said corporation, all by the authority of the Board of Directors of said corporation, and by authority of a resolution adopted by a ballot at a special meeting of the stockholders of said corporation duly called and held according to the statutes of the State of Delaware governing the merger of corporations, by the affirmative vote cast by ballot of the stockholders representing more than two-thirds of the total number of shares of the capital stock of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and seal as such Notary Public on this *16* day of April, 1953.



Harold Howe

HAROLD HOWE
 NOTARY PUBLIC STATE OF NEW YORK
 No. 21-6082900
 QUALIFIED IN KINGS COUNTY
 Certificate filed with
 Kings Co. Register, N.Y. Co. Clerk & N.Y. Co. Register
 Commission Expires March 30, 1954